

SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Products and Services Agreement with Embarq DBA CenturyLink for Primary Rate Interface connection for new Service Center.

REQUESTED ACTION: Approve agreement

☐ Work Session (Report Only) **DATE OF MEETING:** 5/25/2010
☒ Regular Meeting ☐ Special Meeting

CONTRACT: ☐ N/A

Vendor/Entity: Embarq DBA
CenturyLink

Effective Date: 5/25/2010

Termination Date: 5/25/2015

Managing Division / Dept: _____

BUDGET IMPACT: 6,505.80 per year

☒ Annual
☐ Capital
☐ N/A

FUNDING SOURCE: General Fund

EXPENDITURE ACCOUNT: Information Technology-Communications

HISTORY/FACTS/ISSUES:

Voice over IP has been selected for installation for telephone resources for The Villages Sumter County Service Center on Powell Road. Although SIP trunking will be the primary source for voice connectivity, a PRI (Primary Rate Interface) is recommended to provide redundancy in case internet connectivity fails. This PRI connection will serve the Service Center, The Villages Library at Belvedere and The Village Annex.

Products and Services Agreement

This Products and Services Agreement ("Agreement") between EMBARQ SOLUTIONS, INC., as contracting agent on behalf of the applicable affiliated entities providing the Products and Services ("CenturyLink") and Board of Sumter County Commissioners ("Customer") sets forth the terms and conditions for CenturyLink's provision of those Products and Services to Customer.

1. **SERVICES.** CenturyLink will sell to Customer the Services listed on the Services List, attached and incorporated by this reference. This Agreement is effective on the date all parties have signed below ("Effective Date") and continues for the longest Order Term listed on the Services List.
2. **PURCHASE ORDERS.** This Agreement controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect.
3. **UNIFORM RESOURCE LOCATORS (URLS).** References to URLs in this Agreement include any successor URLs designated by CenturyLink.
4. **ENTITY.** EMBARQ has joined with CenturyTel to create a new communications company – CenturyLink. While CenturyLink is the "doing business as" (d/b/a) name of the new company and is used as a defined term in this Agreement, the entity with whom Customer is contracting is a former EMBARQ company. For an interim period until all work is completed to update systems and platforms related to the companies' combination, the name EMBARQ will be used in association with the products and services provided by former EMBARQ companies. As a result, Customer will see references in this Agreement to EMBARQ products and services and terms and conditions that continue to use the EMBARQ name.

AGREED:**EMBARQ SOLUTIONS, INC.**

By: Sharon B. Brown
 Printed: SHARON B. BROWN
 Title: GENERAL SALES MANAGER
 Date: 5-6-2010

Address for Sales Administration
 Notices: 665 Lexington Avenue
 Mailstop: OHMANB0107
 Mansfield, OH 44907

And if related to a dispute to:
 CenturyLink – Attn: VP, Commercial
 Law
 5454 W. 110th Street
 Overland Park, KS 66211

Board of Sumter County Commissioners

By: _____
 Printed: _____
 Title: _____
 Date: _____

Billing 910 N. Main St.
 Address: Bushnell, FL 33513

Address
 for Notices
 (if different
 from
 above):

Sales Rep: Paul Boynton
 Sales Rep Phone: (352) 368-8805

SERVICES LIST

1. **SERVICES.** CenturyLink will provide to Customer those Services identified in the CenturyLink Price Quotes, attached and incorporated by this reference (each, a "Price Quote"). The name of the local operating company providing Services to Customer is listed on each Price Quote. Services are purchased on either a month-to-month basis or for a specific term for the particular Service ordered (each, an "Order Term"), as listed in each Price Quote. Each Order Term begins on the first day of the first billing month after CenturyLink installs and makes that Service available to Customer. If Customer continues to receive a Service after expiration of the Service's applicable Order Term, CenturyLink will provide that Service on a month-to-month basis at its then-current list pricing and then-current terms and conditions, unless the parties otherwise agree in writing.

CenturyLink Price Quote Number(s): 10-022940

2. **PRICING.**
 - 2.1 **Monthly Recurring Charges ("MRC").** CenturyLink will charge Customer the MRCs for the Services described in each Price Quote.
 - 2.2 **Non-recurring Charges ("NRC").** CenturyLink may charge Customer NRCs related to the Services described in each Price Quote.
 - 2.3 **Additional Charges.** Rates do not include applicable local, state, or federal taxes, fees, or surcharges that CenturyLink may bill Customer.
 - 2.4 **Additional Payment Requirements.** At any time, CenturyLink, in its sole discretion, may require Customer to submit a deposit or make an advance payment in connection with obtaining or maintaining the Services.
3. **TERMS AND CONDITIONS.** CenturyLink provides Services under the applicable terms and conditions listed and incorporated by reference on each Price Quote. Except for Services provided under Tariffs, in the event of any inconsistencies or conflicts between this Agreement and the applicable terms and conditions, this Agreement will take precedence.
4. **TERMINATION.** If Customer gives notice of cancellation or termination, disconnects any portion of a Service or otherwise breaches this Agreement resulting in the termination of a Service prior to the end of the applicable Order Term, termination liability will apply as calculated and set forth in the applicable terms and conditions listed and incorporated by reference on each Price Quote. If no termination liability is specified for Services in these terms and conditions, Customer will be liable for 50% of the monthly payments that would otherwise remain in the applicable Order Term.
5. **RELATED PRODUCT PURCHASES.** Customer may purchase Products related to the Services at the CenturyLink then-current list pricing and subject to the then-current EMBARQ Standard Terms and Conditions for Communications Services, the Equipment Sales Product Annex, and other applicable annexes based on Customer's selection of Products, all as posted to www.embarq.com/ratesandconditions.

Board of Sumter County Commissioners
Proposal For ISDN-PRI
Proposal Date: 5/6/2010
Expire Quote Date: 7/5/2010
Customer Copy - Quote #: 10-022940-02



Customer Contact Information:

Billing Name: Sumter County
Billing Address: 910 N. Main St. Bushnell FL 33513
Billing Telephone Number: New BTN
Billing Contact: Sandee Howell
Contact Phone Number: 352-793-0200

Customer Service Location:

Listing Name: Sumter County
Site Address: 7375 Powell Rd. Willdwood FL 34785
Site Contact: George Robinson
Contact Phone Number: 352-568-6699

Telco Central Office Information:

Telco: EMBARQ FLORIDA, INC. DBA CENTURYLINK
Serving Central Office Address: WLWDFLXARSO

Embarq Contact Information:

Sales Person: Paul Boynton [2SR] Email: paul.boynton@embarq.com
Sales Contact Number: 352-368-8805

Engineer: N/A Email: N/A
Engineer Contact Number: N/A

Service Description:

Type of Service: ISDN-PRI (Qty 1), 60 month term

Charge Detail:

Qty	Item	S&E Code	MRR	NRR
1	Service Order Charge - Waived		\$0.00	
1	Premises Visit Charge - Waived		\$0.00	
1	PRI Business Bundle - ISDN Primary Rate Access Line	PB1VXT1.B5Y	\$110.42	
1	PRI Business Bundle - PRI INTERFACE 2WAY	FCETPRI.PW5	\$119.73	
1	PRI Business Bundle - B-CHANNEL - 23	FCEISCB.PA5	\$299.00	
23	PRI Business Bundle - Access Line Count	TIFCLB.NIL	\$0.00	
1	PRI Business Bundle - D-CHANNEL	FCEISCD.PC5	\$13.00	
1	National ISDN-2 Protocol	FCEISCM(NI2)	\$0.00	
1	PRI Business Bundle - DID Numbers - Block of 100	FCETCCD.PR5	\$0.00	
		TOTAL	\$542.15	\$0.00

Additional Terms and Conditions:

EMBARQ STATE AND LOCAL GOVERNMENT CUSTOMER ANNEX

This Embarq State and Local Government Customer Annex ("Annex"), together with the applicable cover agreement, modifies other terms and conditions of the Agreement. This Annex takes precedence over all other conflicting terms and conditions of the Agreement, and is not applicable to Embarq Services governed by Tariffs on file with the FCC or state regulatory authorities. When attached to the applicable cover agreement, this Annex supersedes the version posted at www.embarq.com/ratesandconditions.

1. **Eligibility and Applicability.** This Annex is available to all state and local governmental entities and agencies in connection with the purchase of Embarq Products and Services. Embarq defines "state and local governmental entities and agencies" as state and local entities that receive their primary funding support through the allocation of appropriated public funds and are entitled to exercise sovereign rights and privileges.
2. **Indemnity.** Customer will honor all indemnity provisions under the Agreement only to the maximum extent permitted by applicable law. No section of the Agreement is intended to create a waiver of Customer's rights or privileges as a sovereign entity.
3. **Nonappropriation.**
 - 3.1. **Definition.** A "nonappropriation" occurs when Customer is unable to secure or allocate sufficient funds in its operating budget to fulfill its financial obligations under the Agreement.
 - 3.2. **Effect.** If a nonappropriation occurs during the Term, Customer may terminate the Agreement at the end of the then-current fiscal period ("Termination Date") without incurring any termination liability. Customer will not be obligated for payments for any fiscal period after the Termination Date.
 - 3.3. **Notice.** Customer will give Embarq written notice of any termination under this section at least 30 days before the Termination Date. At Embarq's request, Customer will promptly provide supplemental documentation about the nonappropriation.
 - 3.4. **Limitations.**
 - A. Customer must take all necessary action to budget and secure any funds required to fulfill its contractual obligations for each fiscal year during the Term, including the exhaustion of all available administrative appeals if funding is initially denied.
 - B. If Customer terminates the Agreement under this provision, Customer will not obtain the Services described in the Agreement from Embarq or from any other provider for a period of 180 days after the Termination Date. This obligation will survive termination of the Agreement for nonappropriation.
4. **Damages.** The Agreement does not create an obligation by Customer to pay any damages in excess of those amounts legally available to satisfy Customer's obligations under the Agreement.
5. **Ownership and Confidentiality.** The Agreement is a copyrighted work authored by Embarq and may contain Embarq trademarks, trade secrets, and other proprietary information. Embarq acknowledges that the Agreement may be subject to disclosure in whole or in part under applicable Freedom of Information, Open Records, or Sunshine laws and regulations (collectively, "FOI"). Customer will provide Embarq with prompt notice of any intended FOI disclosures or post-execution FOI requests, citations to or copies of applicable FOI for review, and an appropriate opportunity to seek protection of Embarq confidential and proprietary information consistent with all applicable laws and regulations.
6. **Governing Law.** The Agreement and the rights and obligations of the parties are governed by the laws of the U.S. State where Embarq provides the Products and Services, without regard to that State's conflict of laws principles.



Bundled Block of Time Sales Agreement

BUNDLED BLOCK OF TIME SALES AGREEMENT

Bundled Block of Time provides customers with a block of outbound domestic minutes for a flat monthly rate. Customers who are eligible may select one of the blocks of minutes listed below.

Customer should initial next to the selected block:

1,000 Block Minutes = \$20 _____

5,000 Block Minutes = \$100 _____

The flat monthly rates above include a monthly service charge for interstate and intrastate service usage. This block of minutes can be used for direct dial outbound long distance voice services in the interstate and intrastate jurisdictions. Block minutes cannot be applied to Toll Free Service, Operator, Directory Assistance or international usage.

To be eligible for the Bundled Block of Time, Customer must subscribe to one of the following qualifying services: any CenturyLink Local Operating Company (LOC) T-1 based service including services such as ISDN-PRI, Digital Trunking Service and Integrated T1. If Customer discontinues the qualifying service(s), Customer will no longer be eligible to subscribe to the Bundled Block of Time and will be switched to the scheduled rates applicable for the standard Block of Time for Small Business 1,000 or 5,000 Block Minutes option.

Bundled Block of Time minutes may be shared among voice channels within a T-1 facility (up to 24 voice channels), at a single location that are billed under a single account. A separate monthly recurring charge will apply for each T-1 facility subscribed to Bundled Block of Time, whether at the same or different locations.

Customer will be charged for any usage in excess of the block minutes at a rate of \$0.04 per minute. All calls will be billed in 60 second increments. Rates apply 24 hours a day, everyday. Block minutes that have not been used at the end of Customer's billing cycle will not carry over to subsequent months. Aside from the monthly service charge associated with Customer's selected block of minutes, no minimum usage or term is required. The monthly charges do not include taxes, surcharges, regulatory program charges, local access, operator services, directory assistance, or other applicable non-usage charges. This plan is only for U.S. Business customers for commercial use.

Toll Free Service is available with this product. A separate monthly recurring charge for Toll Free Service applies. Toll Free does not contribute toward the block of minutes offered.

An International Discount Plan option which provides discounted International Dial-1 rates is available for a separate monthly recurring charge.

General Terms and Conditions

- ♦ Services are provided by Embarq Communications, Inc. ("CenturyLink Communications"). The Standard Terms and Conditions for Communication Services, applicable schedules and tariffs, all located at <http://embarq.centurylink.com/ratesandconditions>, as amended from time to time, govern the plan and all CenturyLink Communications charges and fees related to the Plan.
- ♦ Additional in-state fees and taxes may apply. Presubscribed Line Charge and Carrier Universal Service charge will apply.
- ♦ A per minute surcharge may be applied to calls originating in the U.S. and terminating to a non-U.S. mobile phone number.
- ♦ Any alteration to this form will not be valid unless accepted in writing by an authorized CenturyLink Communications officer.



Bundled Block of Time Sales Agreement

Customer Details

The undersigned authorizes CenturyLink Communications to act as its primary carrier for the following Bundled Block of Time services (check all that apply).

☒ Dial 1 Service

☒ Local Toll (IntraLATA) Service

The following additional Service is available (usage minutes for this Service does not contribute to the block of minutes).

☐ Toll Free

Telephone Number(s)

Please check if a separate page listing other associated lines is attached ☐

☒ Telephone Numbers are new and not yet assigned; Quantity of numbers 100

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Signature

Customer Signature _____ Date _____

Print Name _____ Title _____

Company Name Sumter County Board of County Commissioners

Company Address 910 N. Main St., Bushnell, FL 33513

Billing Address
(if different than above) _____

Customer Phone (352) 793 - 0200 Customer Tax ID 59-6000865

Authorized CenturyLink
Communications Signature Sharon B. Brown Date 5-6-2010

Print Name Sharon B. Brown Title General Manager

Internal Use Only

Representative Paul Boynton

FAX (913) 971 - 2044 Phone (352) 368 - 8805 E-Mail paul.boynton@centurylink.com